

**BEFORE THE STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS**

STATE BOARD OF REGISTRATION)	
FOR THE HEALING ARTS.)	
)	
Board,)	
)	
v.)	2006-006112
)	
ALEXANDER T. KALK, M.D.)	
7604 Navarro Place,)	
Austin, TX 78749,)	
)	
Licensee.)	

SETTLEMENT AGREEMENT

Alexander T. Kalk, M.D., ("Licensee") and the State Board of Registration for the Healing Arts (the "Board") enter into this Agreement for the purpose of resolving the question of whether Dr. Kalk's license as a physician or surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo (2007).

1. Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law; Licensee

knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claims, actions, causes of action, fees, costs, and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement, or any portion thereof, void or unenforceable.

5. The parties stipulate and agree that the order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be

discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620, and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts (the "Board") is an agency of the State of Missouri created and established pursuant to § 334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

2. Alexander T. Kalk, M.D. ("Licensee") is licensed by the Board as a physician and surgeon, License Number 2002021770, which license was first issued August 29, 2002. Licensee's certificate of registration is, and at all times herein was current.

3. Licensee was investigated by the Missouri Board of Narcotics and Dangerous Drugs ("BNDD") on December 28, 2006

4. During the investigation Licensee was found to have violated several of the drug laws, rules and regulations of the State of Missouri.

5. Licensee was found to have failed to keep an annual inventory of controlled substances in his possession, in violation of § 195.050.6, RSMo 2000, and Regulation 19 CSR 30-1.042(3).

6. Licensee did not maintain controlled substance receipt records, in violation of §

195.060.6, RSMo 2000, and Regulation 19 CSR 30-1.048(1).

7. Licensee did not maintain any dispensing records for the dispensing of controlled substance samples, in violation of § 195.050.6, RSMo 2000, and Regulation 19 CSR 30-1.048(1)(3).

8. Licensee did not maintain complete, accurate and current controlled substance records, in violation of § 195.050.6, RSMo 2000.

9. Licensee stored controlled substances in an unlocked room that was propped open during business hours, rather than in a securely locked cabinet, in violation of Regulation 19 CSR 30-1.034(1)(B).

10. Licensee did not provide adequate controls and security to detect and prevent the diversion of controlled substances, in violation of Regulation 19 CSR 30-1.031(1).

11. Licensee dispensed pre-packaged and pre-labeled substance samples without applying labeling as required, in violation of § 195.100.5, RSMo 2000, and Regulation 19 CSR 30-1.066.

12. Licensee dispensed controlled substances without applying a label warning against the illegal transfer of controlled substances, in violation of § 195.100.3, RSMo 2000.

13. Licensee accepted controlled substances from patients when he was not the physician who originally dispensed the controlled substances to those patients, in violation of § 195.070.3, RSMo 2000.

14. As a result of Licensee's violations, Licensee's BNDD registration was placed on probation for a period of five (5) years on December 11, 2008.

JOINT PROPOSED CONCLUSIONS OF LAW

1. Cause exists to discipline Licensee's license pursuant to § 334.100.2(13) RSMo (2007), which provides in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate of registration or authority, permit or license for any one or any combination of the following causes:

* * * *

(13) Violation of the drug laws or rules and regulations of this state, any other state or the federal government:

* * *

2. Licensee's conduct, as established by the foregoing facts, falls within the intentment of § 334.100.2(13), RSMo Supp. 1999.

3. Cause exists for the Board to take disciplinary action against Licensee's license under § 334.100.2(13), RSMo (2007).

II.

JOINT AGREED ORDER

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the order entered by the State Board of Registration for the Healing Arts in this matter under the authority of § 621.110, RSMo 1994. This agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

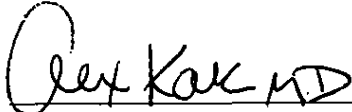
1. The medical license, No. 2002021770, issued to Licensee is hereby VOLUNTARILY SURRENDERED in lieu of disciplinary action. Licensee understands that this Agreement will be reported to the National Practitioner's Data Bank, the Health Integrity and Protection Data Bank, and the Federation of State Medical Boards as an action in lieu of discipline.

2. Within 10 days of the effective date of this Agreement, Licensee shall return all indicia of Missouri medical licensure to the Board, including but not limited to, his wall-hanging license and pocket card.

B. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 USC § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, of from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

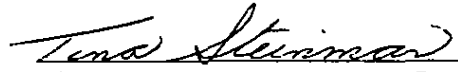
C. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

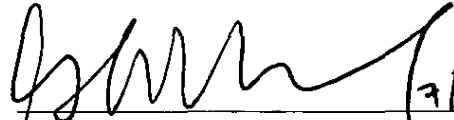


Alexander T. Kalk, M.D. Date

BOARD

 7/1/09

Tina Steinman Date
Executive Director

 7/1/09

Glenn E. Bradford Date

Glenn E. Bradford, MO
Brian W. McEachen, MO
GLENN E. BRADFORD & ASSOCIATES
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(816) 283-0400
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Attorneys for Board

EFFECTIVE THIS 26 DAY OF June, 2009.

Note: Dr. Kalk dated his signature by adding the date on the "effective" line. He signed the agreement on June 26, 2009. The actual effective date of this agreement is July 1, 2009, which is the date that the agreement was entered and finalized by the Board, as stated in Section II (A) of this agreement.